

BACKGROUND SCREENING & VERIFICATIONS

SPB19-0169MR-C

THIS CONTRACT is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (State), whose address and phone number are PO Box 200135, Helena, MT 59620, 406-444-2575 and American DataBank, LLC (Contractor), whose address and phone number are 110 16th Street, 8th Floor, Denver, CO 80202 and 800-200-0853.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The Contract's initial term is upon contract execution through June 30, 2021, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it. Neither the legal counsel signature approving legal content of the Contract nor the procurement officer signature approving the form of the Contract constitutes an authorized signature.

1.2 Contract Renewal. State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in two-year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of seven years.

2. COST ADJUSTMENTS

2.1 Cost Increase by Mutual Agreement. After the Contract's initial term and if State agrees to a renewal, the parties may agree upon a cost increase. State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

3. SERVICES AND/OR SUPPLIES

Contractor shall provide State various background screening and verification services including, but not limited to:

- ⌚ Social Security Number Trace
- ⌚ Federal Criminal Records Search
- ⌚ National Criminal History Database Search
- ⌚ County Criminal Search
- ⌚ State Criminal Database Search
- ⌚ Motor Vehicle Record
- ⌚ Department of Justice National Sex Offender Registry
- ⌚ Adverse Action
- ⌚ Educational Degree Verification
- ⌚ Training, Certifications and Licensures Search
- ⌚ Employment History
- ⌚ Credit Reporting
- ⌚ Reference Checking

3.1 Contractor Reporting Requirement. Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 45 days after the end of the quarter.

First Quarter: July 1 through September 30

Second Quarter: October 1 through December 31

Third Quarter: January 1 through March 31

Fourth Quarter: April 1 through June 30.

Reports are not required for quarterly period which there was no contract activity.

Failure to provide reports in a timely manner may result in suspension from the Contract. Consistent failure to provide reports per this clause may result in termination of Contract.

3.2 Montana Administrative Fee. Effective upon execution of services completed under this Contract, the State of Montana assesses an administrative fee of one and one-half percent (1.50%) for all net sales (sales less credits) made under this Contract. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this administrative fee concurrent with the Required Usage Reporting described above. The administrative fee must be submitted by ACH along with email notification to the CO.

4. WARRANTIES

4.1 Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the background screening services to be provided, State shall pay Contractor according to the payment schedule in Attachment A.

5.2 Withholding of Payment. In addition to its other remedies under this Contract, at law, or in equity, State may withhold payments to Contractor if Contractor has breached this Contract. Such withholding may not be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract.

5.3 Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

5.4 Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice.

6. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to State Procurement Bureau prior to the award of this Contract, the prices, terms, and conditions of this Contract will be offered to these public procurement units. However, State Procurement Bureau makes no guarantee of any public procurement unit participation in this Contract.

7. NON-EXCLUSIVE CONTRACT

The intent of this Contract is to provide state agencies with an expedited means of procuring supplies and/or services. This Contract is for the convenience of state agencies and is considered by State to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the Contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. State does not guarantee any usage.

8. ACCESS AND RETENTION OF RECORDS

8.1 Access to Records. Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section 18, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

8.2 Retention Period. Contractor shall create and retain all records supporting the background screening services for a period of eight years after either the completion date of this Contract or termination of the Contract.

9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA) Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

10. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, and save State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State, under this Contract.

11. REQUIRED INSURANCE

11.1 General Requirements. Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

11.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

11.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

11.4 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

11.5 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

12. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

13. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

14. COMPLIANCE WITH DARK MONEY SPENDING DISCLOSURE REQUIREMENTS

Contractor shall comply with the provisions of the State of Montana Executive Order No. 15-2018. Contractor shall annually submit a declaration form to the contract liaison. Declaration forms can be found at: https://vendorresources.mt.gov/Portals/121/vendor_resources/EO_DECLARATION%20FORM.pdf?ver=2018-09-13-100259-243 .

Contractor shall also annually submit a disclosure form to the contract liaison as required. Disclosure forms can be found at:

http://vendorresources.mt.gov/Portals/121/vendor_resources/Dark_Money_Disclosure_Template.xlsm.

All disclosures must be submitted to (insert agency contact information), for reporting on <https://transparency.mt.gov/>. Failure to comply with these requirements may result in contract termination. Contractor agrees that such a failure is a material breach of this Contract.

15. DISABILITY ACCOMMODATIONS

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

16. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (18-5-603, MCA) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

17. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

18. CONTRACT TERMINATION

18.1 Termination for Cause with Notice to Cure Requirement. State may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

18.2 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

18.3 Reduction of Funding. State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent

fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

19. EVENT OF BREACH – REMEDIES

19.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- ⌚ Products or services furnished fail to conform to any requirement;
- ⌚ Failure to submit any report required by this Contract;
- ⌚ Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching section 24.1, Technical or Contractual Problems, obligations; or
- ⌚ Voluntary or involuntary bankruptcy or receivership.

19.2 Event of Breach by State. State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

19.3 Actions in Event of Breach. Upon Contractor's material breach, State may:

- ⌚ Terminate this Contract under Section 18.1, Termination for Cause and pursue any of its remedies under this Contract, at law, or in equity; or
- ⌚ Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- ⌚ Terminate this Contract under section 18.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
- ⌚ Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

20. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

21. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

22. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

23. LIAISONS AND SERVICE OF NOTICES

23.1 Contract Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between State's liaison and Contractor's liaison.

Mandy Rambo is State's liaison
PO Box 200135
Helena, MT 59620
406-444-2516
Mandy.Rambo@mt.gov

Brandon Hess is Contractor's liaison
110 16th Street, 8th Floor
Denver, CO 80202
800-267-8456
bhess@americandatabank.com

23.2 Notifications. State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail or email. If notice is provided by personal service or email, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

24. MEETINGS

24.1 Technical or Contractual Problems. Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

25. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of

such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

26. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

27. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

28. PERSONAL PROPERTY TAX

All personal property taxes will be paid by the Contractor.

29. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

30. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

31.1 Contract. This Contract consists of 9 numbered pages, any Attachments as required, Solicitation # SPB-RFP-2019-0169MR, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

31.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

32. WAIVER

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

33. EXECUTION

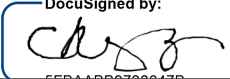
The parties through their authorized agents have executed this Contract on the dates set out below.

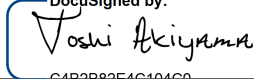
STATE OF MONTANA
Department of Administration
PO Box 200135
Helena, MT 59620

AMERICAN DATABANK, LLC
110 16th Street, 8th Floor
Denver, CO 80202
FEDERAL ID # 84-1502813

BY: Cheryl Grey, SFSD Administrator
(Name/Title)

BY: Toshi Akiyama ceo
(Name/Title)

DocuSigned by:

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(Signature)

DocuSigned by:

C4B2B82E4C104C0...
(Signature)

DATE: 6/27/2019

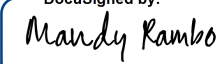
DATE: 6/27/2019

Approved as to Legal Content:

DocuSigned by:

8E2DE9861B4E4EF...
Legal Counsel 6/25/2019
(Date)

Approved as to Form:

DocuSigned by:

D79E9C4A0F42480...
Procurement Officer 6/25/2019
State Procurement Bureau (Date)

Attachment A

Payment Schedule

Service	Fee
SSN Trace	2.95
Federal Criminal Records Search	9.00
National Criminal History Database Search	6.95 ¹
County Criminal Search	6.95 ²
State Criminal Database Search	6.95 ²
MVR Record	3.75 ³
Department of Justice National Sex Offender Registry	2.95
Education	5.95 ⁴
Training, Certifications and Licensures Search	5.95
Employment History	5.95 ⁴
Credit Reporting	4.95
Reference Checking	5.95

¹ Includes UNLIMITED Verification at the county level in the event of a match

² Plus court fees

³ Plus DMV fee

⁴ Plus any third-party fees

Criminal Court Fees Assessed by State and County Jurisdictions

Some courts charge a fee for access to records. We absorb the cost of lower fees, but when a fee exceeds a certain dollar amount, American DataBank passes the fee to our client. We pay these fees at the time of the search and then we pass the cost along to our client.

Below is a list of court fees currently in effect.

Please note that court fees are subject to change without prior notice.

State	County Court Fee	Statewide Criminal Fee
Alabama	\$2.00	\$2.00
Alaska	No additional fee	No additional fee
Arkansas	(Boone and Lincoln no longer has court fee), CLARK \$10.00, CLAY \$12.00, Cleburne County AR \$5.00, CROSS \$10.00, GRANT \$10.00, LEE \$20.00, NEWTON \$10.00 PULASKI \$15.00 All Other Counties \$5.00	\$22.00
Arizona	No additional fee	No additional fee
American Samoa	\$35.00	\$35.00
California	Alpine County \$15; Amador County \$15; Butte County \$15; Calaveras County \$15; Colusa County \$15; Del Norte \$15.00; Imperial County \$15; Inyo \$15.00; Lassen \$15.00; Los Angeles \$5; Mariposa \$15.00; Modoc \$15.00; Mono \$15.00; Nevada County \$15; San Luis Obispo County \$15; Santa Clara County \$3	Statewide Not Available
Colorado	\$2.75	\$2.75
Connecticut	\$2.00	\$2.00
Delaware	No additional fee	No additional fee
Florida	Suwannee \$14.00; Taylor \$14.00; All other counties = No additional fee	\$24.00 FDLE
Georgia*	No additional fee Bibb County \$3.00; All other counties = No additional fee	GCIC \$3.50

State	County Court Fee	Statewide Criminal Fee
Guam	\$29.00	\$29.00
Hawaii	No additional fee	No additional fee
Idaho	No additional fee	No additional fee
Illinois	Fulton County \$10.00; Hancock County \$5.00; McDonough \$3.50; All other counties No additional fee	\$10.00
Indiana	No additional fee	\$15.00
Iowa	No additional fee	No additional fee
Kansas	\$1.50 per county/name	\$20.00
Kentucky	Anderson County \$25.00; all other counties = No additional fee	\$27.00
Louisiana	Evangeline \$5.00; All other counties = No additional fee	Not available
Maine	\$31 charged by all counties	\$31.00
Maryland	No additional fee	No additional fee
Massachusetts	Nantucket County \$63	CORI Search \$26.00
Michigan	\$10 charged by all counties, except Emmet County \$5.00	\$10.00
Minnesota	No additional fee	No additional fee
Mississippi	George County \$1.00; Perry County \$15.00; All other counties = No additional fees	Not available
Missouri	No additional fee	\$12.00
Montana	Flathead County \$25.00, All other counties \$14.50	\$20.00
Nebraska	No additional fee	\$1.00
Nevada	Carson City \$3.50; Churchill \$3.50; Douglas \$3.50; Elko \$3.50; Eureka \$3.50; Lincoln \$3.50; Lyon \$3.50; Nye \$3.50; Pershing \$3.50; Storey \$3.50; White Pine \$3.50	Not available
New Hampshire	\$69.00 charged by all counties	Not available
New Jersey	No additional fee	No additional fee
New Mexico	No additional fee	No additional fee
New York	\$67 charged by all counties	\$67.00
North Carolina	No additional fee	\$3.75
North Dakota	No additional fee	No additional fee
Northern Mariana Islands	Saipan Municipality Court \$55.00	\$45.00
Ohio	No additional fee	Not available
Oklahoma	No additional fee	\$15.00
Oregon	No additional fee	No additional fee
Pennsylvania	No additional fee	\$22.00
Puerto Rico	\$15.00	\$15.00
Rhode Island	No additional fee	No additional fee
South Carolina	No additional fee	\$26.00
South Dakota	\$20 charged by all counties	\$20.00
Tennessee	Bledsoe \$5.00; Carroll \$5.00; Humphreys \$10.00; Johnson \$10.00; Knox \$15.00; Marion \$3.00; Moore \$5.00; All other counties = No additional fees	\$29.00
Texas	No additional fee	\$3.00
Utah	No additional fee	No additional fee
Vermont	\$30 charged by all counties	\$30.00
Virginia	No additional fee	Not available
Virgin Island (US)	\$49.00	\$49.00
Washington	No additional fee	No additional fee
West Virginia	\$1.00	No additional fee

State	County Court Fee	Statewide Criminal Fee
Wisconsin	No additional fee	No additional fee
Wyoming	\$25 charged by all counties	Not available

IMPORTANT: Court fees are subject to change without prior notice.

*State-specific release form required for search.

Canadian Criminal Search

Province	Court Fee
Alberta	\$30.00 (ADB Cost via ISB Canada)
British Columbia	\$30.00 (ADB Cost via ISB Canada)
Manitoba	\$30.00 (ADB Cost via ISB Canada)
New Brunswick	\$30.00 (ADB Cost via ISB Canada)
Newfoundland and Labrador	\$30.00 (ADB Cost via ISB Canada)
Nova Scotia	\$30.00 (ADB Cost via ISB Canada)
Ontario	\$30.00 (ADB Cost via ISB Canada)
Prince Edward Island	\$30.00 (ADB Cost via ISB Canada)
Quebec	\$30.00 (ADB Cost via ISB Canada)
Saskatchewan	\$30.00 (ADB Cost via ISB Canada)

**Confirmed that we use ISB Canada for province based criminal searches as well. Very rarely ISB comes back with the record that they need to reach out to each Province, then there may be an additional fee.

Canadian National Criminal Search

	Court Fee
Nationwide	\$30.00 (ADB Cost via ISB Canada)

Civil Court Fees Assessed by State and County Jurisdictions

Some courts charge a fee for access to records. We absorb the cost of lower fees, but when a fee exceeds a certain dollar amount, American DataBank passes the fee to our client. We pay these fees at the time of the search and then we pass the cost along to our client.

Below is a list of court fees currently in effect.

Please note that court fees are subject to change without prior notice.

State	County	High Court Fee
Arkansas	Bradley	\$6.00
	Calhoun	\$5.00
	Carroll	\$1.00
	Chicot	\$5.00
	Clark	\$10.00
	Clay	\$12.00
	Craighead	\$4.00
	Cross	\$10.00
	Desha	\$5.00
	Greene	\$5.00
	Hempstead	\$5.00
	Izard	\$6.00
	Jefferson	\$5.00
	Lawrence	\$5.00
	Lee	\$20.00
	Lincoln	\$5.00

State	County	High Court Fee
	Miller	\$5.00
	Mississippi	\$14.00
	Nevada	\$6.00
	Newton	\$10.00
	Ouachita	\$5.00
	Perry	\$5.00
	Phillips	\$5.00
	Pope	\$3.00
	Randolph	\$6.00
	Saint Francis	\$5.00
	Saline	\$5.00
	Sharp	\$6.00
	Washington	\$5.00
	White	\$6.00
	Yell	\$3.00
California	Alpine	\$15.00
	Del Norte	\$15.00
	Humboldt	\$15.00
	Imperial	\$15.00
	Inyo	\$15.00
	Lake	\$15.00
	Lassen	\$15.00
	Los Angeles	\$5.00
	Mariposa	\$15.00
	Mendocino	\$15.00
	Modoc	\$15.00
	Mono	\$15.00
	Plumas	\$15.00
	San Luis Obispo	\$4.00
	San Benito	\$15.00
	Sierra	\$15.00
Colorado	Denver	\$2.00
Florida	Bradford	\$20.00
	Calhoun	\$20.00
	Franklin	\$20.00
	Gadsden	\$20.00
	Gilchrist	\$20.00
	Glades	\$20.00
	Gulf	\$20.00
	Hamilton	\$20.00
	Hendry	\$20.00
	Jackson	\$20.00
	Sumter	\$20.00
	Taylor	\$20.00
	Union	\$20.00
	Walton	\$20.00
	Washington	\$20.00
Kansas	All	\$1.50
Louisiana	Cameron	\$10.00
	Catahoula	\$20.00
	Evangeline	\$20.00
	Orleans	\$10.00
	Tensas	\$20.00
Maine	All Counties	\$30.00

State	County	High Court Fee
Michigan	Alcona	\$20.00
	Alger	\$20.00
	Alpena	\$20.00
	Antrim	\$10.00
	Arenac	\$15.00
	Baraga	\$15.00
	Barry	\$10.00
Michigan (continued)	Benzie	\$3.00
	Berrien	\$10.00
	Branch	\$20.00
	Cass	\$20.00
	Charlevoix	\$5.00
	Cheboygan	\$5.00
	Chippewa	\$5.00
	Clare	\$16.00
	Delta	\$30.00
	Dickinson	\$20.00
	Emmet	\$10.00
	Genesee	\$15.00
	Gladwin	\$12.00
	Gogebic	\$50.00
	Hillsdale	\$20.00
	Houghton	\$40.00
	Huron	\$10.00
	Ionia	\$8.00
	Iosco	\$20.00
	Iron	\$25.00
	Kalkaska	\$5.00
	Kent	\$6.00
	Keweenaw	\$20.00
	Lake	\$10.00
	Mackinac	\$10.00
	Marquette	\$20.00
	Mecosta	\$10.00
	Menominee	\$15.00
	Midland	\$10.00
	Missaukee	\$5.00
	Montcalm	\$17.00
	Montmorency	\$10.00
	Oceana	\$5.00
	Ogemaw	\$5.00
	Ontonagon	\$30.00
	Osceola	\$10.00
	Oscoda	\$20.00
	Otsego	\$10.00
	Presque Isle	\$5.00
	Saint joseph	\$1.00
	Sanilac	\$20.00
	Schoolcraft	\$20.00
	Shiawassee	\$10.00
	Tuscola	\$10.00
	Van Buren	\$10.00
	Wexford	\$5.00
Mississippi	Madison	\$10.00

State	County	High Court Fee
	Tippah	\$2.50
	Perry	\$15.00
Montana	All Counties	\$10.00
Nevada	All Counties (Except Elko)	\$14.00 (\$8.00)
New Hampshire	All Counties (Except Hillsborough)	\$30.00 (\$20.00)
North Dakota	All Counties	\$10.00
South Dakota	All Counties	\$15.00
Tennessee	Bedford	\$5.00
	Bledsoe	\$3.00
	Carroll	\$5.00
	Claiborne	\$10.00
	Davidson	\$20.00
	Humphreys	\$10.00
	Johnson	\$10.00
	Knox	\$10.00
	Marion	\$3.00
	Moore	\$5.00
	Sequatchie	\$5.00
Vermont	All Counties	\$30.00
Wyoming	All Counties	\$20.00

IMPORTANT: Court fees are subject to change without prior notice.

*State-specific release form required for search.

Education and Employment Verification

According to a study conducted by the Society for Human Resource Management (SHRM), **78% of resumes are misleading**, with education and past employment experience being the most likely information to be falsified or exaggerated. There are several benefits to outsourcing verification of education and past employment to a Consumer Reporting Agency (CRA) like American DataBank:

- ⌚ Free staff from tedious, time-consuming calls and documentation to focus on hiring and training
- ⌚ Trained researchers uncover details but only report relevant information from an unbiased perspective
- ⌚ Fair, compliant treatment of all applicant mitigates the risk of discrimination claims

Please note that some educational institutions and employers outsource records to third party providers. When American DataBank must verify education or employment through a third party, additional fees may be incurred. We pay these fees at the time of verification and pass our costs along to our client.

Driving Records

If a position requires an employee to use either a company vehicle or a personal car for business purposes, his or her driving history should be considered. A Motor Vehicle Report (MVR) will reveal an applicant's: valid licensure, ability to operate a company/personal car, tendency towards accidents, and history of safe – or unsafe – driving.

State	Anticipated Turnaround	Dept. of Motor Vehicles Fee
Alabama	Instant	\$10.00
Alaska*	24-48 hours	\$10.00
Arizona	Instant	\$6.00 3 Year; \$8 5 Year

State	Anticipated Turnaround	Dept. of Motor Vehicles Fee
Arkansas	Instant	\$13.00
California	24-48 hours	\$2.00
Colorado	Instant	\$2.20
Connecticut	Instant	\$18.00
Delaware	Instant	\$25.00
District of Columbia	Instant	\$13.00
Florida	Instant	\$8.25 (3-yr)/\$10.25 (7-yr)
Georgia	Instant	\$6.00 (3-yr)/\$8.00 (7-yr)
Guam	30 Business Days **Additional Form**	\$8.64
Hawaii	24-48 hours	\$23.00
Idaho	Instant	\$9.00
Illinois	Instant	\$12.00
Indiana	Instant	\$7.50
Iowa	Instant	\$8.50
Kansas	Instant	\$13.70
Kentucky	Instant	\$5.50
Louisiana	Instant	\$18.00
Maine	Instant	\$7.00
Maryland	Instant	\$12.00
Massachusetts	Instant	\$8.00
Michigan	Instant	\$11.00
Minnesota	Instant	\$5.00
Mississippi	Instant	\$14.00
Missouri	24-48 hours	\$5.80
Montana	Instant	\$7.37
Nebraska	Instant	\$3.00
Nevada	Instant	\$8.00
New Hampshire	Instant	\$14.00
New Jersey	Instant	\$13.00
New Mexico	Instant	\$6.50
New York	Instant	\$7.00
North Carolina	Instant	\$10.00
North Dakota	Instant	\$3.00
Ohio	Instant	\$5.00
Oklahoma	Instant	\$27.50
Oregon	Instant	\$10.00
Pennsylvania*	10-20 business days	\$12.00
Puerto Rico	8 Weeks **Additional Forms**	\$19.15
Rhode Island	Instant	\$20.00
South Carolina	Instant	\$7.25
South Dakota	Instant	\$5.00
Tennessee	Instant	\$7.50
Texas	Instant	\$6.50 3 Year; \$7.25 10 Year
Utah	Instant	\$11.00
Vermont	Instant	\$18.00
Virgin Island (US)	30 Business Days **Additional Forms**	10.50
Virginia	Instant	\$8.00
Washington	24 hours	\$13.00
West Virginia	Instant	\$12.50
Wisconsin	Instant	\$7.00
Wyoming	Within 48 hours	\$5.00

IMPORTANT: DMV fees are subject to change without prior notice.

* State Special Authorization Form Required.

** Disclosure and Release Form Required.

Canadian Driving Records

Canadian MVR now requires a Release Form for ALL Province. Please make sure to provide a Release form.

<u>Province</u>	<u>Anticipated Turnaround</u>	<u>Fee</u>
<u>Alberta</u>	Not available	Not available due to privacy law.
<u>British Columbia</u>	12-15 business days	\$8.50
<u>Manitoba</u>	10 business days	\$13.50
<u>New Brunswick</u>	1-3 business days	\$25.00
<u>Newfoundland and Labrador</u>	7 business days	\$18.50
<u>Northwest Territories</u>	12 business days	\$15.62
<u>Nova Scotia</u>	1-3 business days	\$28.00
<u>Nunavut</u>	12 business days	\$16.12
<u>Ontario</u>	1-3 business days	\$12.00
<u>Price Edward Island</u>	10 business days	\$23.50
<u>Quebec</u>	45 business days	\$15.25
<u>Saskatchewan</u>	10 business days	\$18.50
<u>Yukon</u>	10 business days	\$13.50